



County of Los Angeles
CHIEF ADMINISTRATIVE OFFICE

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DAVID E. JANSSEN
Chief Administrative Officer

September 2, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE BRATHWAITE BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**AUTHORIZATION FOR THE CHIEF ADMINISTRATIVE OFFICER TO EXECUTE A
MEMORANDUM OF UNDERSTANDING WITH THE SUPERIOR COURT OF
LOS ANGELES COUNTY TO PROVIDE LINKS TO THE COURT'S ELECTRONIC
CRIMINAL INDEX RECORDS, AND TO ASSIST THE COURT IN PUBLICIZING AND
PROMOTING SUCH PUBLIC ACCESS
(3 VOTES)**

**CIO RECOMMENDATION: (X) APPROVE () APPROVE WITH MODIFICATIONS
() DO NOT APPROVE**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Authorize the Chief Administrative Officer to execute the attached Memorandum of Understanding (MOU), between the County of Los Angeles (County) and the Superior Court of the State of California for Los Angeles County (Court).

PURPOSE/JUSTIFICATION OF THE RECOMMENDED ACTION

This action will authorize the Chief Administrative Officer to execute a Memorandum of Understanding (MOU) between the County and the Court. The MOU embodies the agreement between the parties that the County will provide links to the Court's electronic Criminal Index records that the Court has deemed are lawfully available to the public, on the County's website and at other mutual agreed public locations, and will assist the Court in publicizing and promoting such public access through mutually agreed methods.

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IMPLEMENTATION OF STRATEGIC PLANNING GOALS

This agreement is consistent with the County's Strategic Goal No. 1 - Service Excellence to provide the public with easy access to quality information and services that are beneficial. The project is also consistent with Goal No. 3 - Organizational Effectiveness by effecting collaboration across functional and jurisdictional boundaries.

FISCAL IMPACT/FINANCING

In consideration of the County's performance of its obligations under this MOU in providing and promoting public access to the Court's electronic data on the County's website and at public off-site locations, the Court shall pay the County on an annual basis, 30 percent of the first \$1.7 million of fees actually received by the Court for providing public access to its electronic Criminal Index, and 2 percent of such fees actually received by the Court in excess of that amount.

The 2003-04 Trial Court Operations Budget of the County includes approximately \$510,000 from this revenue source, and it is consistent with the above revenue distribution from the Court to the County.

There are no other fiscal impacts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

California Rule of Court 2073 provides that all electronic records must be made reasonably available to the public except those that are sealed by court order or are made confidential by law and that courts should encourage availability of electronic access to court records at public off-site locations. California Rule of Court 2076 provides that the Court may impose reasonable fees for the costs of providing public access to its electronic records.

Fees charged to the public will be based on the number of searches submitted to date during a 365-day period commencing the date of the first search. Fee amounts for each search range on a sliding scale from \$4.75 for the first 99 searches to \$4.00 for search number 10,001 and above.

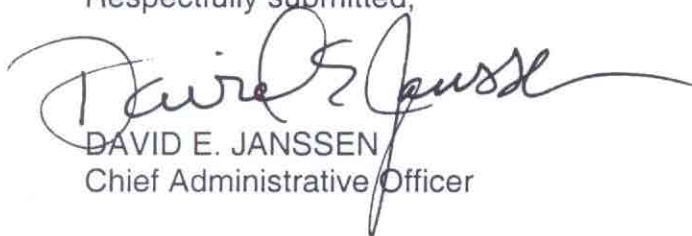
IMPACT OF CURRENT SERVICES

By entering into this agreement with the Court, the County will enhance access by the public to criminal index information, by providing electronic access to the Court's criminal index information. Under the provisions of this agreement, that link will be provided via the Internet through the County's web portal and will facilitate the public's ability to make inquiry against that index. The index permits members of the public to search for criminal case records based on names and optional information, and information on case numbers, filing dates, count, current charges, and disposition may be included as search results. This access will reduce the number of telephone inquiries, written correspondence and personal visits to Court facilities, which is currently the only means for obtaining that information.

CONCLUSION

Your Board's approval of the recommended action will authorize the Chief Administrative Officer to execute this MOU with the Superior Court of the State of California for Los Angeles County to provide on its website and at mutually agreed upon public locations, links to the Court's electronic Criminal Index records that are available to the public, and to assist the Court in mutually agreed to methods of publicizing and promoting such public access.

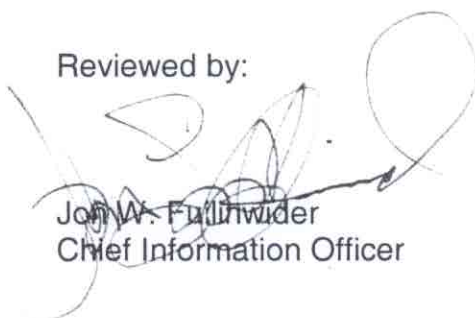
Respectfully submitted,



DAVID E. JANSSEN
Chief Administrative Officer

DEJ:DL:ES
TT:ljp

Reviewed by:



Jon W. Fullinwider
Chief Information Officer

c: Executive Officer, Superior Court of the County of Los Angeles
Chief Information Officer
Executive Officer, Board of Supervisors
County Counsel

mou-sc.bl

MEMORANDUM OF UNDERSTANDING

Access to Electronic Data

This Memorandum of Understanding is made by and between the Superior Court (Court) and the County of Los Angeles (County).

Whereas, California Rule of Court 2073 provides that all electronic records must be made reasonably available to the public in some form, whether in electronic or in paper form, except those that are sealed by court order or are made confidential by law; and

Whereas, California Rule of Court 2073 provides that courts should encourage availability of electronic access to court records at public off-site locations; and

Whereas, the Court has developed a system for electronic access to these electronic records which complies with these and other legal requirements; and

Whereas, California Rule of Court 2076 provides that the Court may impose reasonable fees for the costs of providing public access to its electronic records, and the Court has determined reasonable fees to reimburse the costs of providing access to its electronic data; and

Whereas, the County is willing and able to facilitate and provide such access.

Now therefore, for good and valuable consideration and to encourage the availability of electronic access to such Court records over the Internet including at public off-site locations as mutually agreed, the parties mutually agree as follows:

1. County shall work with the Superior Court to provide on its website, and at mutually agreed upon public locations, links to the Superior Court's electronic Criminal Index records that are lawfully available to the public, and shall assist the Court in mutually agreed to methods of publicizing and promoting such public access.

2. In consideration of the County's efforts in providing and promoting public access to the Court's electronic data at public off-site locations, County shall annually receive 30 percent of the first \$1.7 million of fees actually received by the Superior Court for providing public access to its electronic Criminal Index, and 2 percent of such fees actually received by the Superior Court in excess of such amount. To the extent that Court is unable to retain any fees collected for access to electronic data, the County's share of such fees shall be reduced proportionally.

3. This Agreement may be terminated by either party upon 60 days written notice. In the event of termination, the County shall receive the stated portion of fees attributed only to the periods of time during which this Agreement is not terminated.

MEMORANDUM OF UNDERSTANDING

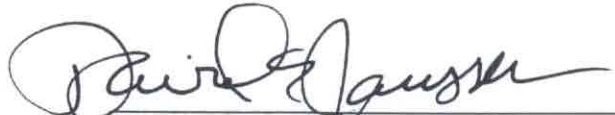
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4. In the performance of this Agreement, the County and the Superior Court shall each be responsible only for the acts and omissions of its own officers, employees, and agents, and shall indemnify and hold harmless each other for all liability relating thereto.

5. The Executive Officer/Clerk of the Superior Court and the Chief Administrative Officer of the County have each been lawfully delegated the authority to enter this Agreement, and each of them and their designates shall have full authority to act on behalf of the County and Superior Court with regard to this Agreement.

It is so agreed this ____ day of _____, 2003, at Los Angeles, California.


Executive Officer/Clerk
Los Angeles Superior Court



Chief Administrative Officer
County of Los Angeles

Approved as to Form:

Frederick R. Bennett
Court Counsel



Mary Wawro
County Counsel
